



**Address:** 34620 Utica Rd #400 Fraser, MI 48026 **Phone:** 586-294-6800 **Fax:** 586-294-3003

## MOVE OUT INSTRUCTIONS

**Date:** \_\_\_\_\_

**Dear:** \_\_\_\_\_

**Property:** \_\_\_\_\_

You are hereby notified that you have a right to request an Initial Inspection within the two weeks prior to your move out date. The purpose of the Initial Inspection is to give you a list of proposed and potential repairs and cleaning costs that may be deducted from your security deposit.

You are expected to complete your moving and return the keys by 12:00 p.m. (Noon) on the day you have stated in your "Notice of Intent to Vacate" in order to avoid any scheduling problems or additional rent charges. To assist us in making refunds to you promptly, we ask that you review the security deposit section of the "Residential Lease Agreement" you signed when you moved in. This will clarify the refund procedure and explain any additional charges which you may have incurred. For more information pertaining to cleaning your unit and an explanation of security deposit deductions, please read the remainder of this document.

If you have any questions, please do not hesitate to contact the property manager.

**Management Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **CLEANING INSTRUCTIONS**

#### **KITCHEN:**

1. Clean refrigerator, shelves, and freezer. Unplug and pull the refrigerator away from the wall with doors open. Clean underneath and behind refrigerator. After cleaning, re-plug the refrigerator and leave it running.
2. Clean cupboards, under sink, and baseboards.
3. Clean under burners, controls, rings, drip pans and stove top. Wipe down front and sides of range. Exhaust fan must be clean and grease free.
4. Clean the oven, be sure to have all traces of oven cleaner wiped free.
5. Scour sinks and remove all stains. Disposal should be clean and in working order. Sweep and mop kitchen floor.
6. Exterior faces of cupboards should be wiped down and grease free. Dishwasher must be clean and in good working order.

### **LIVING ROOM:**

1. Carpets must be commercially cleaned. Check with manager for the best way to handle this.
2. Baseboards cleaned, and finger marks or other marks cleaned of switches and walls.
3. Windows must be washed, inside and out, sills dusted and cleaned with damp cloth and window runners and tracks clean.

### **BEDROOM:**

1. Same as living room.
2. Closets vacuumed and top shelf dusted.

### **BATHROOM:**

1. Toilet bowl must be scoured and cleaned with a disinfectant. The outside of the bowl, including the seat, rim, tank and base must be clean and disinfected. An old toothbrush works well along the bolts and base of the toilet fixture.
2. Bath tub must be scoured to remove any rings. Sides of the tub enclosure must be clean and free of any soap buildup. (Spray foam bathroom cleaner works well here.)
3. Sink must be scoured and faucet polished. Wipe down counter top surrounding sink and wash mirror.
4. All cabinets and drawers must be dusted and wiped clean. The exterior of cabinets should also be dusted and cleaned.
5. Sweep and mop floor.

### **STORAGE AREAS, PATIOS AND CARPORTS:**

1. Patios must be clean and swept.
2. Storage area must be empty, cleaned and swept.

### **WHAT IS ORDINARY WEAR AND TEAR?**

Typical definition of ordinary wear and tear is "That deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests."

In other words, ordinary wear and tear is the natural and gradual deterioration of the home over time, which results from a tenant's normal use of the home. For example, the carpeting in a home, or even the paint on the walls, wears out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant can't prevent the aging process, and a court won't make the tenant pay for damages resulting from that process.

Also, a court won't hold a tenant responsible for damage arising from using the home in a normal way.

## **WHAT'S NOT ORDINARY WEAR AND TEAR?**

A landlord can make a tenant pay for damages if the tenant helped the ageing process along or didn't use the home in a normal way. A carpet worn from people walking on it is something you have to expect. But a tenant who cuts a hole in the carpet or spills paint on it may be held responsible for the damage.

How can you tell what is and isn't ordinary wear and tear? There are three basic types of damages caused by a tenant that aren't considered ordinary wear and tear. They are:

1. If a tenant does something carelessly that the tenant should have known would cause damage, or if the tenant failed to do something that the tenant reasonably should have done to prevent damage, that's negligence. In short, did the tenant act prudently to preserve the property?

Failure to warn. Another form of negligence is where the tenant fails to take steps that could prevent damage to the home. Even the reasonable wear and tear exception shouldn't insulate a tenant from responsibility if the tenant fails to let the management know when something goes wrong in the home that might later result in worse damage.

For example, if a window pane is cracked because of a faulty foundation, that's not the tenant's fault. But if the tenant doesn't tell the management that the crack is letting in water and the carpet below the window gets water damaged, the management may be able to argue that this extra damage was caused by the tenant's failure to inform the management of the problem.

2. Abuse/misuse. If the tenant knowingly or deliberately mistreats the property, or uses it for the wrong purposes, the damage the tenant causes aren't ordinary wear and tear its abuse or misuse.

For example, did the tenant slide furniture over an unprotected floor, causing gouges? Or did the tenant discolor the bathtub by using it to dye fabrics? Was the tenant an artist who failed to cover the floor as the tenant painted, leaving permanent stains on the carpet? Did the tenant paint the walls of the home black?

3. Sometimes damage occurs by mistake. The tenant(s) party guest drops a drink on the new carpet, staining it. The tenant drops a heavy planter and crack the tile floor. Or the tenant's cleaning the light and the fixture falls and break or the tenant accidentally leaves the bathtub faucet on, flooding part of the apartment and staining wood floors and carpeting. Even though the tenant didn't purposely damage your property, the management will be able to withhold the cost of repair from the security deposits.

## **OTHER FACTORS:**

In evaluating whether home damage exceeds ordinary wear and tear, there are some other factors to keep in mind. They include:

**Extent of Damage:** The exact type of damage may be as important as the extent of the damage when evaluating whether it's ordinary wear and tear or not. For example, two or three nail holes in a wall may be considered ordinary wear and tear. But dozens of nail holes may be considered abuse. A few scratches on a wood floor are unavoidable. But a missing wood plank is negligence or abuse.



**Length of residence:** Certain things wear out over time. But over how long? The ordinary wear and tear on a home from a tenant who's lived there only a short time should be considerably less than that of a tenant who's lived there for a long time. Say you installed new carpet before renting a home. It may be reasonable to expect that if a tenant lives there 10 years before moving out, everyday usage would leave it somewhat damaged. But if a tenant moves out after only three months and the carpet is ripped and stained, that's unreasonable, and the management can probably charge the tenant for the damage.

**Character and construction of building:** An older building may be expected to undergo greater and more rapid deterioration than a newer building. For example, wooden windowsills in an older building may dry out, rot, or crack over time through no fault of the tenant. But if the building is new, it unlikely that the windowsills would crack without some carelessness on the tenant's part (e.g., standing on the windowsill to put up drapes).

<b>NORMAL WEAR AND TEAR</b>	<b>DAMAGES</b>
1. Peeling or cracked paint	1. Drawings on the walls (e.g. murals)
2. Worn enamel in old bathtub Chipped and broken enamel in bathtub	2. Torn or broken blinds
3. Worn or cracked linoleum	3. Smoking residue on walls and windows
4. Roof shingles damaged	4. Broken window caused by resident slamming window.
5. Cracked window pane	5. Holes in carpet from cigarette burns or carpet damaged by rust foundation & settling of building mildew stains from tenant's plant containers.
6. Carpet worn thin	6. Large chunk of plaster ripped out of wall
7. Door that sticks in humidity	7. Painted over kitchen or bathroom tile
8. Small piece of wall plaster chipped	8. Damaged walls
9. Faded tile	9. Toilet backed up
10. Faded lampshade	10. Floors gouged when moving furniture
11. Fire damage	11. Wallpaper missing
<b>Tenant:</b> _____	<b>Tenant:</b> _____